AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this day of January, 1975, by and between POINT, a California non-profit corporation ("POINT" herein) and PENGUIN BOOKS INC, a Maryland corporation ("Distributor" herein).

Recitals

A. POINT and Distributor have entered into an Agreement dated April 15, 1975 ("the Agreement" herein), with regard to the sale and distribution of the WHOLE EARTH EPILOG ("EPILOG" herein).

B. POINT is the publisher of a work entitled THE LAST WHOLE EARTH CATALOG, Copyright 1971; 1974 ("CATALOG" herein), which has been sold and distributed by Random House, Inc. POINT has notified Random House that it is terminating the agreement for such sale and distribution.

C. POINT desires Distributor to distribute and sell the CATALOG, Distributor desires to perform such services, and POINT and Distributor desire to amend the Agreement to so provide.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as specifically provided herein to the contrary, the Agreement is hereby amended so that all references therein to "the Work" shall include (in addition to all editions of the EPILOG) all editions of the CATALOG printed subsequent to the effective date of this Amendment, as set forth in Paragraph 4 below.

2. Sections 2.3, 2.4, subsections 2.9 a) and b), and the last two sentences of section 4.4 of the Agreement shall not apply with respect to the CATALOG. POINT shall give reasonable notice to the Distributor of scheduled reprintings of the CATALOG, whereupon Distributor shall arrange for paper and printing.

Distributor will advance, as such costs are incurred, fifty per cent (50%) of the cost of paper, printing, and binding of each reprinting of the CATALOG, but in no event more than $50,000 for each such reprinting (not to exceed 100,000 copies per printing) to be distributed by Distributor.

3. The compensation to Distributor provided for in subsection 3.1 a) of the Agreement shall be computed separately with regard to the respective retail prices of the soft cover editions of the EPILOG and CATALOG, according to the formula set forth in such subsection, which formula shall apply to both the EPILOG and CATALOG. (Based on a $5.00 retail price for the soft cover edition of the CATALOG, the compensation to Distributor pursuant to such formula would be all of the gross amounts received with regard to such edition in excess of the sum produced by multiplying $2.15 by the number of copies of the CATALOG sold.)

4. The provisions of this Amendment to Agreement shall take effect on July 10, 1975, or upon written notification from POINT to Distributor that POINT's agreement with Random House, Inc, for the sale and distribution of the CATALOG is no longer in effect, whichever event occurs first.

5. Except as specifically provided herein to the contrary, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement in duplicate as of the day and year first above written.

POINT

by_____

DISTRIBUTOR

by_____